

VRJ

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.6625 OF 2024

VAIBHAV
RAMESH
JADHAV
Digitally signed by
VAIBHAV
RAMESH JADHAV
Date: 2024.05.08
12:56:43 +0530

Tata AIG General Insurance Company
Limited Through Its Authorised
Signatory

... Petitioner

V/s.

Insurance Ombudsman for Mumbai &
Anr.

... Respondents

Mr. Shreyas Shrivastava with Mr. Saurabh Shrivastava
and Mr. Anup Kumar Mathur (through V.C.) i/by
Shrivatsa LLP for the petitioner.

CORAM : AMIT BORKAR, J.

DATED : MAY 8, 2024

P.C.:

1. Prima facie on reading of Clause 12 of the Policy, it appears that the expenses incurred in India need not be reimbursed unless such travel is authorised by the company. The imbursement extending benefit of expenses incurred during foreign travel has directed the petitioner to reimburse the expenses for travel in India. Hence, prima facie, therefore the order is in breach of Clause 12 of the Policy. Hence, there shall be ad-interim relief in terms of prayer clause (b) till 15 July 2024.

2. Issue notice to respondent No.2, returnable on **15 July 2024**.

(AMIT BORKAR, J.)